



HCD Purchasing Unit 3200

PO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

PRINT PREVIEW PURCHASE ORDER

PURCHASE ORDER

Vendor Address

Vendor Address Number 158089
1ST SOURCE ADJUSTER SCHOOL
2626 S LOOP W 152
HOUSTON TX 77054
USA

Mail Invoice to

COH HOUSING & COMMUNITY DEV
FINANCIAL SERVICES SEC, ACCT PAY
PO Box 1552
HOUSTON TX 77251-1552

Information

Purchase Order Number/Date 4500305888 / 07/18/2019
CoH Vendor Number 158089
Page 1 of 1
Buyer's Name Coryie J. Gilmore 457
Buyer's Telephone Number
Buyer's Fax Number
Buyer's E-mail Address

CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS

Shipping Address

HOUSING & COMMUNITY DEVELOPMENT
PROCUREMENT SERVICES
2100 TRAVIS, 9TH FLOOR
HOUSTON TX 77002
USA

Terms of payment :

Pay net 30 w/o deduction

Currency USD

Shipping Terms

FOB(Free on board) /DESTINATION

Your person responsible: LECREAME SIMPSON

Xactimate Training - 13 Employees

City of Houston Contact: Cedrick LaSane
(832)394-0194

cedrick.lasane@houston.tx.gov

Item	Quantity	UM	Material # / Description	Unit Cost	Extended Cost
10	1.00	AU	91838 EDUCATION & TRAINING Xactimate Training	4,619.87 / AU	4,619.87
Gross Price			4,619.87 USD	1 AU	4,619.87
			Expected value of unplanned services:	4,619.87	
Delivery Date: 08/29/2019					
Total ****					USD 4,619.87



PROCUREMENT REQUEST FORM			
<p>Note: The Procurement Request form is to solicit quotes through an Informal (Small Purchase) bid process for purchasing transactions \$100,000 or less using Federal Funds (2 CFR 200.318) and \$3,000 to 49,000 using non-Federal funds (COH AP 5-8, Executive Order 1.14). Signature of this document is still required. * Required Fields (must be completed)</p>			
Description of Purchase *	Xactimate Training Class	HCDD Division: *	Director's Office
Deadline Date of Request: *	7/5/2019	Purchase Type: *	Service Under <50K
Requester Name: *	Latisha Gullory	Created:	7/3/2019
Requester Phone Number: *	832-394-6331		
<p>Brief Description of Scope of Work for Goods/Services: Disaster Recovery Construction 2- Day Xactimate Training - 1st Source Adjuster School 2626 South Loop West #152 (713) 737-5244 \$289.00 per person x 13 people total Total = \$4,269.87 Note: Please allow a minimum of three (3) days for bid responses.</p>			
FINANCE USE ONLY		PROCUREMENT USE ONLY	
<p>Fund Number: 5030 Funding Source: DR. HARVEY Cost Center: 3200030002 G/L Account: 520805 Business Area: 3200 Internal Order: BD3200077-19 BFY: FY20 Grant: 32000077-2019 Funds Reservation: Funds Approval Mgr:</p>		<p>Status: Pending Purchase Order No: Name of Vendor: 1st Source Adjuster School Date Processed: Date Received: 7/11/19 Total Amount: \$4619.87 Procurement Staff: Corrie Gilmore #107630 Priority: Notify Department: Notify Department:</p>	
Justification of Need for Goods/Services		Procurement Notes:	
<p>Requestor's Signature: <i>Latisha Gullory</i> Date: 7-3-19</p>		<p>Supervising Manager (Purchase under \$5,000) Manager: <i>C. L. Se</i> Date: 7-3-19</p>	
<p>Buyer's Signature: <i>Corrie Gilmore</i> Date: 7/11/19</p>		<p>Funds Approval Signature: <i>Ruth W. Bynum</i> Date: 7/17/19</p>	
<p>Procurement DPU Signature: <i>Jywan L. Rhone</i> Date: 7/18/19</p>		<p>(Purchase over \$5,000) CFO Signature Date:</p>	
<p>(Purchase over \$5,000) Assistant or Deputy Director: Date</p>		<p>Director Signature (Only Consultant Services) Director or Designee: Date:</p>	
Attachments			



CITY OF HOUSTON
HCD Purchasing Unit 3200

REQUEST FOR QUOTATION

Vendor Address
Vendor Address Number 158089
1ST SOURCE ADJUSTER SCHOOL
2626 S LOOP W 152
HOUSTON TX 77054
USA
Salesperson: LECREAME SIMPSON

Return Quote to:
Coryie J. Gilmore 457

CONFIRM RECEIPT OF REQUEST FOR
QUOTATION TO BUYER'S E-MAIL ADDRESS

Information
THIS IS NOT A PURCHASE ORDER

RFQ Number/RFQ Date 6000087027 / 07/15/2019
CoH Vendor Number 158089
Page 1 of 3
Buyer's Name Coryie J. Gilmore 457
Buyer's Telephone No 832-394-6306
Buyer's Email Address Coryie.gilmore@houstontx.gov
Collective Number CJC 025
Requirement Number C.GILMORE

Quotes are due by close of business on: 07/18/2019
Quotes are valid until close of business on: 10/18/2019

Shipping Address City of Houston
HOUSTON TX 77002
USA
Delivery Date: 08/19/2019
Your person responsible: LECREAME SIMPSON

Item	Quantity	UM	Material/Description	Net Unit Price	Extended Price
10	1.00	AU	91838 EDUCATION & TRAINING XACTIMATE TRAINING Xactimate Training Training to include the following: 1. Xactimate published training workbook for each individual in attendance of the training that will be kept by the attendee 2. The Xactimate Training Course must be designed for new to Intermediate Xactimate users. Students in this course will need to be taught the knowledge and skill to quickly create accurate estimates using a variety of Xactimate tools. Students should be taught the most efficient ways to set-up, dimension, scope, and deliver professional estimates. Training must prepare students for the Level 1 and 2 certification exams. Students of this course need to learn how to: General administration of Xactimate, including setup of claim information, adding new projects, and basic program navigation The 4-step process to create a variety of small and medium property loss estimates How to create a variety of different building diagrams within Sketch including: small/medium interiors and exteriors, roofs and more Use a variety of searching techniques used to find the correct line items and pricing data Become familiar with the Labor Cost Model, including Labor Minimums	\$289.99	



CITY OF HOUSTON
HCD Purchasing Unit 3200

REQUEST FOR QUOTATION

Page: 2 of 3

RFQ number/date 6000087027 / 07/15/2019

Item	Quantity	UM	Material/Description	Net Unit Price	Extended Price
			Add annotations and images to provide additional clarity and detail Personalize and print a variety of professional estimate reports **Training to be held at our facility Housing and Community Development Dept. 2100 Travis St. 9th Floor Houston, TX 77002 **13 Students to attend The item covers the following services: 10 XACTIMATE TRAINING 1.00 AU		
DESCRIPTIVE LITERATURE MUST BE SUBMITTED IF QUOTING OTHER THAN WHAT IS SPECIFIED				Total	\$4,619.87

*1 - Successful bidder/contractor shall produce proof of insurance (Certificate of Insurance) and all drug detection/deterrence documentation required to show compliance with the City of Houston Insurance and Drug Detection and Deterrence policies within three days of notification. (SERVICE / LABOR ONLY)

2 - If Item or Equipment Quoted, indicate manufacturer and submit part/model and specifications. (MATERIAL ONLY)"



CITY OF HOUSTON
HCD Purchasing Unit 3200

REQUEST FOR QUOTATION

Page: 3 of 3

RFQ number/date 6000087027 / 07/15/2019

The Terms and Conditions specified on <http://purchasing.houstontx.gov> will apply.

Payment Term:

Bidder offers an early payment discount of 2%/10 days, 1%/20 days, net 30 days to apply after receipt of invoice or receipt of goods or services, whichever is later. If the bidder does not select "No" below, it will be deemed to have accepted the City's early payment discount term. Discount offer is not factored into award calculation.

☐ No. Select "No" if the bidder chooses not to offer an early payment discount. If "No" is selected, bidder will be paid net 30 days after receipt of invoice or receipt of goods or services, whichever is later.

Supplier's Printed Name: 1st Source Adjuster School

Supplier's Title: LeCreame Simpson-Jinks

Address: 2626 S. Loop W. # 152 Houston, TX 77054

Telephone Number: (713) 737-5244

Fax Number: (713) 510-1520

E-mail Address: LJ@1stsourceadjusterschool.com

Supplier's Signature: 

Date: 7/16/2019

Xactimate Training

Training to include the following:

1. Xactimate published training workbook for each individual in attendance of the training that will be kept by the attendee
2. The Xactimate Training Course must be designed for new to intermediate Xactimate users. Students in this course will need to be taught the knowledge and skill to quickly create accurate estimates using a variety of Xactimate tools.

Students should be taught the most efficient ways to set-up, dimension, scope, and deliver professional estimates. Training must prepare students for the Level 1 and 2 certification exams.

Students of this course need to learn how to:

General administration of Xactimate, including setup of claim information, adding new projects, and basic program navigation

The 4-step process to create a variety of small and medium property loss estimates

How to create a variety of different building diagrams within Sketch including: small/medium interiors and exteriors, roofs and more

Use a variety of searching techniques used to find the correct line items and pricing data

Become familiar with the Labor Cost Model, including Labor Minimums

Add annotations and images to provide additional clarity and detail

Personalize and print a variety of professional estimate reports

****Training to be held at our facility**
Housing and Community Development Dept.
2100 Travis St. 9th Floor
Houston, TX 77002

****13 Students to attend**



2626 South Loop West #152

Houston, Texas 77054

Service Agreement

City of Houston

Xactimate 28/X1 services are to be rendered to the listed above party on the following dates:

~~July 9, 2019 and July 10, 2019~~

Start Time: 8:30am (doors open at 8:15am)

Host Location: City of Houston

This training is designed to provide operational skills in Xactimate 28/X1. This class will be concluded with a graduation ceremony and distribution of certificates.

This training will include *only* the registered parties (names to be listed upon registration). **Xactimate 28/X1 \$289.99pp (13 students)**

Total =\$3,769.87

Standard Charges:

- Class Fees Out of cycle charge \$500.00
- **Optional** City of Houston Host Location \$350.00 (**500.00** discounted as 1st Source looks to do business with the City in the future). If the City will be the Host location \$350.00 will be rolled into the final payment.

Total for 13 students including fees: \$4,619.87

Deposit \$2,309.95 This will secure the dates listed above, classroom availability, literature, the Instructor and certificates.

Paid in Full Option (\$4,469.87) This balance is due upon receipt of the invoice. This option is only available to purchasers paying before the listed class dates.

Due be mindful once the deposit is paid the program is non-refundable (it is transferable) as preparations are then made. If a student is unable to attend for any reason that student may be included in any other in-cycle monthly trainings up to our standard six months' time frame or may be substituted for a new candidate.

You may contact the 1st Source office to make payment by phone or request an invoice.

Once you have agreed to the terms you will then be provided a **Welcome Letter**, each student will receive this letter as it is important to follow all instructions listed in preparation for class. The purchasing party will be added to each email to ensure receipt.

Thank you for choosing 1st Source as your training facility!

1st Source Adjuster School Management

Signature/Date

BID TABULATION FORM

Xacimate Training

Vendor Contact Record

Comment:

certify that the above includes all firms that have been contacted for bids and their replies are exactly as stated.

AUTHORIZED AGENT:

Corpus L. Scimaro
E107630

DATE: **July 18, 2019**

Xactimate Training

Training to include the following:

1. Xactimate published training workbook for each individual in attendance of the training that will be kept by the attendee
2. The Xactimate Training Course must be designed for new to intermediate Xactimate users. Students in this course will need to be taught the knowledge and skill to quickly create accurate estimates using a variety of Xactimate tools.

Students should be taught the most efficient ways to set-up, dimension, scope, and deliver professional estimates. Training must prepare students for the Level 1 and 2 certification exams.

Students of this course need to learn how to:

General administration of Xactimate, including setup of claim information, adding new projects, and basic program navigation

The 4-step process to create a variety of small and medium property loss estimates

How to create a variety of different building diagrams within Sketch including: small/medium interiors and exteriors, roofs and more

Use a variety of searching techniques used to find the correct line items and pricing data

Become familiar with the Labor Cost Model, including Labor Minimums

Add annotations and images to provide additional clarity and detail

Personalize and print a variety of professional estimate reports

****Training to be held at our facility**

Housing and Community Development Dept.
2100 Travis St. 9th Floor
Houston, TX 77002

****13 Students to attend**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John LeBlanc (19643L3) Farmers Insurance 11711 Shadow Creek Pkwy Ste 125 Pearland, TX 77584	CONTACT NAME: Lisa Trahan PHONE (A/C, No, Ext): 713-436-4707 FAX (A/C, No): 713-436-0732 E-MAIL ADDRESS: lisa.leblanc1@farmersagency.com																					
INSURED 1st Source Adjuster/ The JSL Group c/o LeCreame Simpson-Jinks 2626 S Loop W #152 Houston, TX 77054	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Hiscox Insurance Company Inc	10200																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		UDC-4057078-CGL-19	02/01/2019	02/01/2020	EACH OCCURRENCE \$ 1000000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000				
		MED EXP (Any one person) \$ 5000				
		PERSONAL & ADV INJURY \$ 1000000				
					GENERAL AGGREGATE \$ 2000000	
						PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Houston
Housing & Community Development Services
Procurement Services
2100 Travis, 9th Floor
Houston, TX 77002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Trahan

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CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURE

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

ATTACHMENT A

DRUG POLICY COMPLIANCE AGREEMENT

I, LeCreame Simpson Jinks as an owner or officer of
1st Source Adjustee School (Name) (Print/Type)
(Title)
(Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

7/18/19
Date

Contractor Name

Signature

Title

LeCreame Simpson Jinks
1st Source Adjustee
CEO

**ATTACHMENT B
DRUG POLICY COMPLIANCE DECLARATION**

I, LeCreame Simpson -Jinks CEO as an owner or officer of
(Name) (Print/Type) (Title)
1st Source Adjuster School (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from Feb to July 20 19

[Signature] Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

[Signature] Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

[Signature] Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

[Signature] Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of total employees on safety impact positions during this reporting period is 0

[Signature] Initial From Feb to July the following testing has occurred:
(start date) (end date)

	<u>Reasonable</u>	<u>Post</u>		
	<u>Random</u>	<u>Suspicion</u>	<u>Accident</u>	<u>Total</u>
Number of Employees Tested	0	0	0	0
Number of Employees Positive	0	0	0	0
Percent Employees Positive	0	0	0	0

[Signature] Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

[Signature] Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

7/18/2019

Date

Contractor Name

LeCreame Simpson-Jinks

Signature

Title

[Signature]
CEO

ATTACHMENT C

**Contractor's Certification of No Safety Impact Positions
In Performance of a City Contract**

I, HeCreame Simpson Jinks CEO as an owner or officer of
(Name) (Print/Type) (Title)

(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

7/18/19
Date

Contractor Name

Signature

Title

HeCreame Simpson Jinks
[Signature]
CEO

ATTACHMENT D

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, HeCreame Simpson Jinks CEO as an owner or officer of
(Name) (Print/Type) (Title)

(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

7/18/19
Date

Contractor Name

Signature

Title

HeCreame Simpson Jinks
[Signature]
CEO



Alcohol and Drug Workplace Policy

Policy Purpose

Our drug testing policy explains how and when we test job candidates or employees for substance use. We want to ensure that employees (especially those in safety-sensitive roles) are sober and alert when performing their duties.

Drug testing is mandatory when screening candidates for safety-sensitive professions (unless prohibited by law.) Other employees will be tested for drugs under special circumstances that we describe below.

Scope

This policy applies to all employees and candidates.

Respecting Individual Rights

Drug tests will be conducted by trusted laboratories and medical professionals. Results from any drug test will remain confidential. Candidates or employees will receive copies of their test results.

We will use the most unintrusive types of drug tests available. For example, we will choose hair sample tests over urine sample tests when possible.

Test Legality

When establishing drug testing policies in various jurisdictions, we will consult local attorneys and trade unions or workers' associations when applicable. This way we will ensure our processes are legal and preserve our employees' rights to privacy.

Also, we always follow any legal requirements to determine "reasonable suspicion" to administer a drug test. Here are instances that constitute reasonable suspicion:

- *[Abnormal behavior.]*
- *[Physical evidence of drugs or observation (including odors).]*
- *[Patterns of failing to complete a task due to confusion or disorientation.]*



- *[Reports from colleagues that an employee admitted to using drugs, was seen using drugs or was shown to be under the influence at work.]*

Our company will provide training on how to spot and record drug-related incidents, including how to determine when there is reasonable suspicion.

Drugs We Test For

Illegal drugs we test for are *[illegal drugs included in the 5-panel, 10-panel test/ cocaine/ methamphetamine/ heroin/ phencyclidine (PCP)/ drugs specified by law.]*

We test for prescription drugs included in the 10-panel test.

Policy Elements

We don't discriminate against people with disabilities who may need to take drugs for their conditions. But, we also want to make sure that our employees don't breach our drug-free workplace policy and put their own and their colleagues' safety at risk. Therefore, we have established drug testing procedures.

Here we outline our requirements ensuring that we follow the law of our state/ country.

Testing Candidates

When hiring people in safety-sensitive roles (e.g. Drivers, Machine Operators) we require them to pass a drug test for illegal substances. Recruiters are obliged to mention this in job ads and give candidates copies of this policy before they are tested.

This drug test will be the final stage before hiring. We may test candidates we have already extended a job offer to, but that offer will be contingent upon them clearing the drug test. Candidates have the right to refuse drug testing and thus decline our job offer.

We test candidates based on their job role. We do not single out candidates based on protected characteristics (e.g. race, disability.)

Illegal substances



Candidates who test positive for illegal substances (e.g. cocaine, PCP) fail our drug test and we may refuse to hire them.

Marijuana

We treat marijuana as a special case. The following rules apply to marijuana testing:

- If you test positive for marijuana at a country/ state we operate in where marijuana is illegal, you fail the drug test and we may rescind our job offer.
- If you test positive for marijuana at a country/ state we operate in where marijuana is legal (e.g. the Netherlands,) you will pass the drug test, provided you test negative for all other drugs.
- If you are using medical marijuana at a country/ state we operate in where there are provisions for medical use, you may need to provide a doctor's note and valid prescription or be examined by a medical professional of our choice for a fitness for duty evaluation. We won't ask you to disclose your condition, but we may refuse to hire you if we conclude you can't perform your safety-sensitive duties properly.

Keep in mind that we maintain a drug-free workplace. This means that you are not allowed to use marijuana in the workplace, even if marijuana is legal in your country/state.

Prescription drugs

We test candidates for prescription drugs before we hire them for certain jobs like *[jobs that involve operating heavy machinery/ Drivers.]* When you are called to the lab to provide samples, please:

- Inform the lab professionals about any prescription drugs (including medical marijuana) you take or have taken in the past year.
- Bring valid prescriptions with you when possible. The lab will not disclose any information you provide about your medical conditions to our company.

If your prescribed medications (e.g. types of opiates) bring about positive results, we may ask a medical professional to examine you and determine whether you are fit to complete your safety-sensitive job duties. If you are not, we may rescind our job offer.

Alcohol



We do not test candidates for alcohol.

Testing Employees

Our employees may need to go through two different types of drug testing:

Scheduled testing: We will establish [*bi-annual*] drug testing for all employees in safety-sensitive positions. These drug tests will be scheduled, and employees will be informed of the dates [*a week*] before the tests. Refusing to undergo a scheduled drug test may result in disciplinary action.

Unscheduled testing: Because employees can prepare for periodical tests by stopping their drug use in time, we may incorporate unscheduled drug testing in certain cases. When unscheduled drug testing is allowed by law, it might create resentment between our company and its employees. So, we will conduct this type of drug tests in jurisdictions that allow them only if:

- We have reasonable suspicion of substance abuse.
- We want to promote, transfer or re-establish an employee to a safety-sensitive position, or even another country.
- We see one or more serious on-the-job accidents (e.g. injuries, fatalities, vandalisms of company property) happen under dubious circumstances. In this case, we will test *all* employees who may have had a connection with the accident, and we will not discriminate against certain employees.
- We receive official reports or complaints from colleagues or clients.

To ensure we enforce this policy, we ask managers to keep detailed, verifiable records of drug-related incidents, behaviors or reports.

Testing employees randomly (through a computer-generated selection) is prohibited or heavily restricted in some states/ countries (e.g. Canada.) We will follow any legal guidelines in this matter.

Procedure and provisions

We will ask for our employees' permission before conducting drug tests. We are bound by law and ethics to not conduct any covert test (e.g. taking a sample without the employee's permission or knowledge.) But, keep in mind that refusing to undergo



drug testing in any of the above cases may be grounds for us to terminate you. The same applies if you try to stall when called to take your drug test.

If we suspect you abuse drugs, we may ask you to not come to work, while waiting for your test results. You will be paid as normal for this waiting period if your results are negative. We may arrange transportation for you to and from the testing center.

Illegal substances

If our employees test positive for illegal substances (e.g. cocaine, heroin) we may terminate them. If there are laws protecting employees in this context, we will follow the law.

Marijuana

The rules that apply to candidates apply to employees too. Where marijuana is an illegal substance, we may terminate you for using it. This decision is at your manager's discretion.

If you are using medical marijuana at a country/ state we operate in where there are provisions for medical use, you may need to provide a doctor's note and valid prescription or be examined by a medical professional of our choice. We won't ask you to disclose your condition, but we may terminate you if we conclude you can't perform your safety-sensitive duties properly. We may make reasonable accommodations when possible (e.g. re-assign your most safety-sensitive tasks or temporarily transfer you to a less risky position.)

Keep in mind that we maintain a drug-free workplace. We will take disciplinary action if:

- You use marijuana in the workplace.
- We conclude that you abuse marijuana.
- You are under the influence while working.
- You (try to) sell or buy marijuana in the workplace.

Off-duty use: Please be responsible when it comes to your off-duty marijuana use. Often, marijuana effects need several hours to wear off and can create safety risks at work. Track the intensity and duration of these effects on your cognitive ability and



movements and ensure you won't be impaired while working. For example, if you know you will need to drive a company vehicle at the beginning of your shift, avoid using marijuana in the previous hours. If you absolutely need to use medical marijuana before you start working, ask your manager or HR for reasonable accommodations.

Prescription drugs

Prescription drugs are allowed in the workplace with the exception of medical marijuana. In some countries (e.g. France,) employers are prohibited from asking about (or testing for) prescription drugs employees or candidates take. If we operate in those countries, we will follow the law.

In countries where testing for prescription drugs is legal, we will only test employees if:

- We have reasonable suspicion of drug abuse.
- Employees experience frequent side effects that impact workplace safety (e.g. drowsiness.) In this case, you might also need to be examined by a medical professional for a fit for duty evaluation.
- We notice the employee is unable to complete their job duties at an acceptable level and we have reasonable suspicion that this happens due to prescription drugs.

If you test positive for prescription drugs in the above cases, you may need to answer disability-related questions and provide your prescriptions. Note that we:

- May terminate you if we conclude that you abuse prescription drugs.
- May make reasonable accommodations if your prescription drugs have unforeseen side effects (e.g. re-assign your most safety-sensitive tasks or temporarily transfer you to a less risky position, if possible.) When asking for reasonable accommodations, you may need to provide documentation (e.g. valid prescription.)

If you see that your prescription drugs unexpectedly affect your senses, thinking or movements, please ask for time off.

Contesting false positives

If you test positive for drugs without having used any substances, please contact HR as soon as possible. Think about any foods or supplements you may have consumed



that could be responsible for the false positive (e.g. poppy seeds.) If possible, bring them to the lab that conducted your drug test. The lab may try to cross-check your false positive, often using a sample other than urine. We may order a retest, at the employee's expense, when appropriate.

Alcohol

We do not test employees for alcohol, unless in special cases (e.g. testing a school bus driver before a trip, re-establishing a recovering alcoholic in a safety-sensitive role.)

We prohibit employees from consuming alcohol during working hours. You may consume alcoholic drinks in moderation at company events. Note that if you become inebriated and behave inappropriately towards colleagues, customers or stakeholders, we will take disciplinary action, up to and including termination.

Employees who are alcoholics can seek help from a [*mental health professional.*] Ask your insurance provider if you are covered. If you become unable to perform your duties due to alcoholism, we may terminate you.

Preventative action

Testing our employees for drugs is sometimes necessary to ensure we are not placing them or their colleagues in danger. But we prefer to focus on how we can prevent substance abuse instead. For this reason, we have implemented preventative measures like:

- [*Information sessions on substance abuse and its consequences.*]
- [*Periodical health and safety trainings.*]
- [*A mental health policy/ Employee Assistance Program (EAP) to help employees who face mental health problems.*]
- [*Open door policies and frequent communication between team members and managers.*]